IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Dayton, Ohio

Docket No. 9049

Application of:

Antonio Nevarez   Group Art Unit: 3621

Serial No.: 09/954,322   Examiner: Backer, Firmin

Filed: June 15, 2000

For: POOLING DATA IN A SHARED DATA WAREHOUSE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Applicant requests review of the final rejection of claims 1-11 and 13-26 in this application. No amendments are being filed with this request, which Applicant is filing with a Notice of Appeal.

In its reply to Applicant's previous remarks, the Office discusses at length the ability of "individual users, or guests," to receive access to information stored in Keane's system. (Office action, pages 7-8.) Applicant submits, however, that by the very nature of the individual or guest accounts that would be established by the host of Keane's system, each of these individuals or guests themselves would become "a party to the agreement" that governs access to the information in the system. Put another way, in order to gain access to the information stored in the system, the individuals or guests would have to enter the agreement that governs access to the information. It may well be that the access granted these users is very limited in nature, but each user would nevertheless become "a party to the agreement," as that term is used in the claim.

With this in mind, Applicant reaffirms its position that Keene neither shows nor suggests the delivery of information describing the business relationship between one of the business entities and "another entity that is not party to the agreement," as recited in

all of Applicant's claims. Keene's system, in fact, is designed specifically to prevent one party from accessing information that relates to another party. Keene states this clearly in paragraph [0028]: "[I]f a computer manufacturer [the OEM and "host" of the system] were contracting with a keyboard manufacturer [the CEM and "guest" of the system] to build keyboards, it would want to limit the keyboard producer to information or specifications pertaining to the keyboard. . . . The computer manufacturer would not want the first keyboard manufacturer to see pricing information and other information that may be sensitive to the OEM or to the keyboard manufacturer's competitors." Keene adds in paragraph [0030] that "the computer manufacturer, the host, can set up each of the CEMs privilege criteria so that the CEM will only see its own pricing information and not other competitors' pricing information."

In paragraph [0048] and Figure 5, Keene describes a situation in which relationships exist amongst several of the CEMs that do business with the OEM and "host" of the system. Even in this example, however, Keene is careful to emphasize the importance of shielding each CEM's data from the other CEMs: The system is "configured such that the CEMs are not identified, and that each CEM is able to access, view or otherwise, only the information that is relevant to the individual OEM-CEM relationships." (¶[0048])

What's more, even with this concern for shielding each CEM's data from the other CEMs, Keene states that the "privilege access criteria" governing access to the data would be "established by a concensus among the group of business partners." ((¶[0049]) Keene's preference is that "one business partner [would] govern the access to the data stored in the database" (*i.e.*, one of the partners would ensure proper application of the "privilege access criteria"), but the "privilege access criteria" themselves would be established by "concensus" (*i.e.*, agreement) among the partners. The result is that all of the CEMs in Keene's example would be parties to the agreement(s) governing access to the database, and thus even if one CEM were receiving information relating to another CEM, this would not be information about "another entity that is not party to the agreement," as claimed.

Applicant believes, therefore, that Keene neither shows nor suggests all elements of Applicant's claims and that the claims are allowable over Keene.

CONCLUSIONS

The prior art of record does not show or suggest the invention claimed by Applicant. Therefore, all of the claims are allowable. Applicant asks the Office to reconsider this application and allow all of the claims.

The Office is authorized to charge any fees that may be due, except for the issue fee, to deposit account 14-0225.

Respectfully,

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